



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC

### Introduction

This matter dealt with an application by the Landlord for compensation for loss or damage under the Act, regulations or tenancy agreement and to retain the security deposit for damages.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 3, 2012. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlords’ hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants’ absence.

### Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Are the Landlords entitled to compensation and if so how much?
3. Are the Landlords entitled to retain the security deposit?

### Background and Evidence

This tenancy started on January 19, 2011 as a 6 month fixed term tenancy and then the tenancy renewed on a month to month basis. Rent was \$1,850.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$1,000.00 on January 21, 2011. This tenancy ended on October 31, 2011.

The Landlord said she did not complete a move in or move out condition inspection report, but she said a realtor did complete a listing report which may show the condition of the unit at the time of listing the property for sale. The Landlord said she did not include the listing report in the evidence package.

The Landlord said the total damage claim is for \$1,907.14. Their claims includes estimated costs for tools the Landlord said the Tenants took when they moved out and for a By-Law enforcement bill to clean up the yard of the rental unit.

The Landlord continued to say that she participated in a previous hearing in which the Tenants were awarded the return of the security deposit, but she has not returned the security deposit as of yet, because she wanted to make this application.

## Analysis

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspection reports to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence establishing the condition of the rental unit at the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit.

As the Landlord said she is unable to establish the condition of the rental unit at the start of the tenancy and there is no move out inspection report completed by the Landlord and the Tenant, I find that the Landlord has not established proof that the Tenants damaged the rental unit. Consequently, I dismiss the Landlord's application for damages to the unit, site or property without leave to reapply.

## Conclusion

The Landlords' application is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

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Dispute Resolution Officer